

VEHICLE

- a. The Vehicle (*Vehicle herein means rental vehicle and/or rental equipment*) is delivered to the Renter (*Renter is the credit card holder/company taking financial responsibility*) in good operating condition solely for rental purposes.
- b. The Renter agrees to return the Vehicle to Clearway (Clearway Rentals Inc.) in the same condition in which Renter received it, except for ordinary wear and tear. Renter will be responsible for the cost to restore the Vehicle to the same condition upon its return. Additional charges (Min \$150) will be applied to the Renter for such things as, but not limited to, pet hair, soiled interior, excessively dirty interior/exterior, odors (cigarette smoke, wet animal, etc.), materials left behind in Vehicle needing disposal.
- c. Renter agrees to return the Vehicle to Clearway, either on the due date and time specified on the signed Rental Agreement or upon Clearway's demand. The Renter understands there will be a rate change or additional charge if the Renter returns the Vehicle to a different location, or at a different time or date than what is specified on the signed Rental Document.
- d. If Vehicle is returned after business hours, or to an unstaffed location, the Renter remains fully responsible for the Vehicle until the start of the next business day.
- e. If, for any reason, the Renter cannot return the Vehicle at the time and location stated on the Rental Agreement including the reason that Renter gave the Vehicle to another Authorized Driver or any other person, who has failed to return the Vehicle to Renter, Renter will pay Clearway for all loss, or estimated damages to the Vehicle including loss of use, claim processing fees and administrative charges, as permitted by law.

PROHIBITED USES

The Vehicle shall not be driven, operated or used:

1. by an unauthorized driver;
2. by any driver under the influence of alcohol, intoxicants, drugs, or any other substance known to impair driving ability;
3. in violation of any law;
4. by anyone who gives Clearway false or misleading information;
5. to carry persons for hire or to carry more persons than the number of seatbelts provided;
6. to tow anything unless specifically authorized by Clearway and specified on the Rental Agreement with applicable charges;
7. in any race, test (15 Passenger Road Test are exempt), contest, or training activity;
8. on un-paved roads;
9. in any abusive, reckless, negligent or wanton manner (leaving keys in the vehicle and vehicle is stolen is an example of negligence; striking overhead objects such as bridges, roofs, trees or signs is evidence of negligent handling, if further use of the Vehicle would cause damage to it, this is an example of abuse);
10. outside of the Province of BC without Clearway's specific written consent;
11. to carry or transport flammable, illegal or hazardous material/chemicals;
12. if the vehicle is loaded beyond its rated capacity; (Vehicle's licensed with a GVW over 5500 KG must stop at all highway scales and brake checks).

Renter will not use the Vehicle if it is damaged or in need of repair and will be responsible for all damage to the Vehicle resulting from such use, whether or not Renter has purchased LDW;

VEHICLE REPOSSESSION

Clearway may terminate this agreement and repossess the Vehicle at any time or place. Renter waives all further and future rights to possession of the Vehicle and all claims for injury, damages or loss suffered or caused by or through such repossession.

PAYMENT

Renter agrees to pay Clearway Rentals Inc all charges incurred in connection with the rental. Renter gives Clearway Rentals Inc irrevocable permission to process an unsigned credit card voucher in his/her name for payment of all charges (rental, damages, repossession, all tickets, fines and court costs, towing, interest of 2% per month/24% year, administration fee's or otherwise). Renter agrees that if the person or company indicated by Renter to be responsible for payment fails to make payment, Renter, on demand agrees to pay Clearway all charges. All charges are subject to final audit by Clearway Rentals Inc.

LOSS DAMAGE WAIVER AND AT FAULT CLAIMS (THIS IS NOT AN INSURANCE POLICY)

- a. In the event of loss or damage to the Vehicle, the Renter is responsible for up to the full value of such loss or damage, and pay cost plus 20%, **HOWEVER INCURRED**. While damages are being repaired, the Renter agrees to pay Clearway for the down-time of the Vehicle plus an administration fee of up to \$150. The Vehicle condition is agreed to as shown on the accompanying Vehicle Condition Report or Record360 Email Report.
- b. If the Renter accepts LDW and agrees to pay Clearway the amount stated on the Rental Agreement, Clearway waives its right to hold the Renter responsible for any loss or damage over the amount of the deductible per occurrence. Loss Damage Waiver does not cover damage to tires, rims, wheels if that is the only damage caused. It does not cover damage to the interior of the vehicle, deliberate damage, or damage caused to the underside, including, without limitations, the oil pan and transmission and gas tank or damage caused as a result of abuse, (see Prohibited Uses, paragraph 9). LDW does not cover damage due to **insufficient height or width clearance, any Vehicle Box damage, or incorrect loading or load shift**.
- c. However, even if LDW is accepted on the Rental Agreement the Renter shall be liable for all loss and damage and loss of use of the Vehicle if the Renter or authorized additional driver are in violation of any of the provisions listed under **Prohibited Uses**. Violation of these conditions or any other conditions of the Terms and Conditions will render the Renters LDW null and void.
- d. Clearway provides ICBC third party liability coverage (A \$1000 3rd Party Claims Surcharge Fee is applied on all *At Fault Claims*) on all rentals and exceeds the BC statutory minimum with a base of 2 million and up; dependent on vehicle class being rented. ICBC 3rd Party insurance and its Terms and Conditions are subject to ICBC interpretation and the laws of the Province of British Columbia. Under the laws of the Province of British Columbia, ICBC Insurance is Primary and cannot be replaced or substituted by any other 3rd party insurance policy.
- e. Clearway requires all Renters to possess sufficient loss damage indemnity to cover the full value of loss and or damages to the vehicle being rented and must provide Clearway with sufficient proof of Renters loss damage indemnity if declining Clearway's LDW. **Clearway, its agents or employees are not responsible and or liable for the interpretation and use of any other loss damage indemnity terms and conditions being used by the Renter**; such as Roadstar, Roadside Plus, credit card coverage, transfer of own loss damage coverage, or otherwise).

ACCIDENT, THEFT AND CLAIMS REPORTING

Renters and Authorized Drivers will promptly report any accident or theft to the law enforcement authority for the jurisdiction where the accident or theft occurred (if required by law) and to Clearway. Clearway must be informed promptly of any incident, damage or theft and provided all pertaining copies of: accident or theft report, police file numbers, details of all parties involved and any statements made by witnesses. Renter and any Authorized Drivers must cooperate fully with Clearway's investigation of such incident and defense of any resulting claim. (\$250 Admin Fee if Clearway is not informed by Renter).

PRIVACY STATEMENT

Clearway Rentals Inc. abides by all Canadian Privacy Laws.

GENERAL PROVISIONS

Clearway Rentals Inc. is not responsible for:

1. Loss of or damage to property or the property of others left in or on or carried in the Vehicle;
2. Fines, penalties, tolls and costs imposed for parking or traffic violations with respect to the Vehicle, (otherwise Administration Fees will be applied);
3. Unauthorized repairs or authorized repairs without receipts;
4. Siphoned fuel from the Vehicle;
5. Loss of time, wages, inconvenience, loss of use of the Vehicle or other consequential damages or expenses;
6. Any violation of the NSC (National Safety Code) standards;
7. Any additional licenses or permits required by Provincial or State Authorities
8. Vehicles, equipment, trailers, power tail gates or Vehicle boxes loaded beyond its rated or capable capacity.